

DRAFT ONLY – SUBJECT TO REVISION

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF WEST LAFAYETTE
AND
PURDUE UNIVERSITY
CONCERNING THE U.S. 231 ANNEXATION**

This Interlocal Cooperation Agreement is made this ____ day of _____, 2013, by and between the City of West Lafayette, Indiana (“City”) and Purdue University by and through its Board of Trustees (“Purdue University”) concerning the U.S. 231 Annexation being undertaken by the City (“Interlocal Cooperation Agreement”).

WITNESSETH:

WHEREAS, the City, pursuant to Ordinance Number 13-13, has undertaken an annexation of certain parcels of land to the west of the City including portions adjacent to the newly opened U.S. 231 Corridor as shown on the map attached as Exhibit “A” (“Annexation Area”); and

WHEREAS, certain parcels of land in the Annexation Area are owned by Purdue University and its affiliated entities as listed on the attached Exhibit “B” (“Purdue Properties”); and

WHEREAS, Purdue University and the City acknowledge both parties and the public at large will benefit by entering into this Interlocal Cooperation Agreement as part of the annexation process to memorialize and clarify the various roles, rights, and responsibilities of the parties in the annexation and encourage the most beneficial development of the U.S. 231 Corridor; and

WHEREAS, the Interlocal Cooperation Act defined by Indiana Code § 36-1-7-1 *et seq.* is applicable to the parties and is intended by the parties to result in a binding agreement as defined in such statute and as further outlined herein; and

WHEREAS, a longstanding and productive history of cooperation between the parties has resulted in many areas of cooperative projects and activities which will be memorialized, extended, and further clarified by this Interlocal Cooperation Agreement; and

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The recitals above are made part of this Interlocal Cooperation Agreement.
2. West Lafayette, Indiana is a political subdivision which has the power and authority to enter into this Interlocal Cooperation Agreement.
3. Purdue University is a public corporate body of the State of Indiana which has the power and authority to enter into this Interlocal Cooperation Agreement.

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4. Purdue University, as a State entity, has certain power and authority including but not limited to the power of preemption of certain local laws which will not be limited or modified by this Interlocal Cooperation Agreement to any degree whatsoever.

5. The City is subject to Indiana State statute and case law in the process of annexation and in the general conduct of municipal affairs which will only be modified by this Interlocal Cooperation Agreement to the extent expressed herein and as allowed by applicable law.

6. The intention of the parties is to insure the annexation will have a fiscally neutral impact on the parties unless otherwise expressly agreed in writing in this Interlocal Cooperation Agreement or subsequent written agreements. It is the further intention of the parties that the annexation will not add to the administration or operational burden on the parties unless otherwise expressly agreed in writing in this Interlocal Cooperation Agreement or subsequent written agreements.

7. Attached to this Interlocal Cooperation Agreement are the following documents which have been negotiated by the parties and which are binding upon the parties unless modified in writing hereafter:

A. Public Works (Draft) (Attached as Exhibit “C” and made a part hereof.)

B. MOU – Public Safety (Draft) (Attached as Exhibit “D” and made a part hereof.)

8. In order to provide a consistent and equitable mechanism to address issues which arise in the future regarding this Interlocal Cooperation Agreement and its interpretation and implementation, there is hereby created an Interlocal Cooperation Board (“Board”) which shall be composed of three (3) members from each party appointed by the executive of each party. All actions by the Board will be determined by a majority of the members. The Board will hold regular meetings as determined by the Board and will otherwise organize itself and its activities as reasonably necessary to conduct Board business. The Board’s purpose is to function as an advisory body to meet, confer, and make recommendations to the executives of each of the respective parties for final action by the executives. The Board is empowered and directed to make such recommendations as are determined by the Board to be reasonably necessary to address items of concern raised by any member of the Board to interpret or implement this Interlocal Cooperation Agreement or to further cooperative efforts between the parties in areas of mutual concern. The Board shall implement an equitable mechanism which will be used in the event of an impasse or deadlock among the members of the Board.

9. Pursuant to I.C. § 36-1-7-1 et seq., the duration of this Interlocal Cooperation Agreement is perpetual. Any termination will be as agreed in writing between the parties. To the extent necessary, the Board will make recommendation for any financing, staffing, and budgeting which might arise hereafter.

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10. This Interlocal Cooperation Agreement will be effective upon approval by the Common Council of the City of West Lafayette, the Mayor of the City of West Lafayette, and the legally authorized representatives of Purdue University and the State of Indiana and requisite filings thereafter.

11. This Interlocal Cooperation Agreement will be construed using the laws of the State of Indiana.

Agreed the first date written above.

City of West Lafayette

Purdue University

By: _____
John Dennis, Mayor

By: _____
Al V. Diaz, Executive
Vice President and Treasurer

Attest: _____
Judith C. Rhodes, Clerk-Treasurer

ANNEXATION AREA MAP

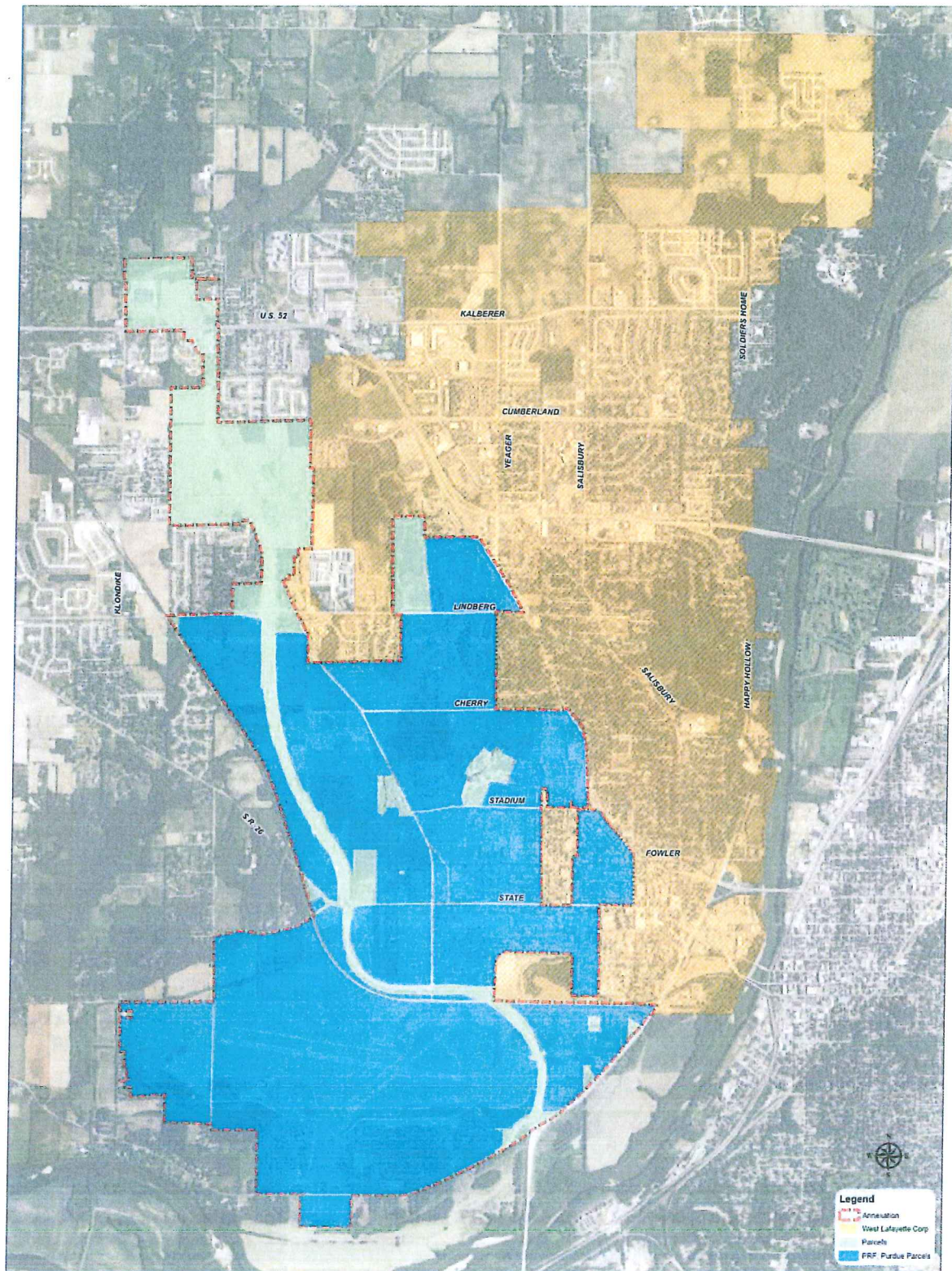


Exhibit “B”
Purdue Properties

PLACEHOLDER

Public Works

UNIFIED ZONING ORDINANCE 3RD EDITION

The following section applies to Purdue University (Purdue) properties and Purdue Research Foundation (PRF) properties leased by Purdue for its use.

Section 1-3-2 GEOGRAPHIC JURISDICTION AND EXCLUSION; article 2(b): *“Nothing in this ordinance or any rules, regulations or orders issued pursuant to this ordinance shall be deemed to restrict or regulate or to authorize any unit of government, legislative body, plan commission or board of zoning appeals now or hereafter established, to restrict or regulate the exercise of the power of eminent domain by the State of Indiana, or by any state agency, or by any body having the authority by statute to exercise the power of eminent domain, or the use of property owned or occupied by the State of Indiana or any state agency. ‘State agency’ means and includes all boards, commissions, departments, and institutions, including Purdue University, IVY Tech State College and other state educational institutions of the State of Indiana created pursuant to legislative acts.”*

Consequently, it is understood that:

1. Purdue will continue to be exempt from all County zoning requirements and City ordinances.
2. As it is currently, Purdue will not be required to review with or gain approval from the WL Board of Works for its capital projects on campus, except those projects that directly impact City property and/or City or City/PU-shared streets. Courtesy notices of projects that indirectly impact City residents or traffic patterns will continue.
3. As it is currently, Purdue will not be limited in its ability to close or reduce lane usage on PU streets or drives for repairs, construction or events; neither will it be required to gain approval from the City of WL Traffic Commission for such projects, except those projects that directly impact City property and/or City or City/PU-shared streets. Courtesy notices of projects that indirectly impact City residents or traffic patterns will continue.

SHARED STREETS (within apparent ROW or to be determined ROW)

NOTE: The City of WL is responsible to meet regulatory standards only, PU responsible for all supplemental enhancements, modifications or improvements to levels of service beyond regulatory standards.

WL Responsibility includes:

Replacement and Maintenance of the following:

- a. Pavement (includes pothole repair, reinforced pavement on bus routes for new construction)
- b. Curbs and gutters (WL to meet PU’s soil spec for planting areas between curbs and sidewalks)
- c. Medians / islands / (WL to meet PU soil spec, if landscaped, and address erosion control requirements)
- d. Sidewalks (split funding for new sidewalks - PU pays for anything over 5 feet wide and any enhancements.)
- e. Trails (within apparent ROW)
- f. On-street parking (enforcement)
- g. Snow removal (streets only, no sidewalks)
- h. Regulatory controls
 - i. Pavement markings (crosswalks, including mid-block crossings, centerlines, curbs, parking spaces, etc.)
 - ii. Signs (yield, stop, etc.)
 - iii. Traffic calming devices (corner bulges, mid-block medians, narrower drive lanes, etc.)
 - iv. Signals (traffic and pedestrian crossing)
 - v. Fences (guardrails and barriers)
 - vi. Bike lanes (on-street or within apparent ROW)

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- vii. Speed limits (exceptions in high pedestrian-use zones on or adjacent to campus)
- viii. Street lights (at intersections only)

PU Responsibility includes:

Replacement and Maintenance of the following:

- a. Landscaping (PU exceeds City standards in cases other than temporary parking lots)
- b. Fences (aesthetic upgrades to WL standard guardrail or barrier)
- c. Wayfinding (PU wayfinding sign standards. Any additions or modifications to existing PU street signs should be to MUTCD standards.)
- d. Trails (outside of apparent ROW)
- e. Street Lights (between intersections and upgrades to WL intersection street lights, as necessary)

Shared Street Issue for Attorneys to address

- a. Regulatory Controls*
 - i. Rights-of-Way (ROW)
 - ii. define ROW or determine if needed on shared streets
 - iii. plans are under development to show ROW for each shared street, if necessary
 - iii. continued exception of landscape standard at temporary parking lots on future building sites

AGREEMENTS

- **Parking Lots** within PU Boundary can be gravel
- **Public Art** placed within PU Boundary, including along shared streets, will abide by PU approval and artist selection processes
- **FAA Crane Permits** for PU projects will continue to be processed through PU staff; review by WL is not necessary
- **Inspection of PU/PRF Mixed-Use Development** (WL will only inspect to code; determine which inspection process project will follow on a per-project basis)
- **Grazing animals** (for academic instruction/research (will be permitted within the City Limits)
- **Fuel or electric powered cart usage** (for Purdue-related academic, research, administrative, auxiliary and athletic events will be permitted within the Purdue Boundary area including on WL and WL/PU-shared streets)
- **Smoking policy** (will prevail over State/local laws/ordinances within the PU boundary area, including within PRF mixed-use developments)
- **Exterior County Training, PU Trap and Skeet Club and Archery Ranges** will be permitted within City Limits.

SEWER (SANITARY AND STORM) AGREEMENTS

A shared understanding exists between Purdue and WL that existing stormwater conditions result in an equal distribution of stormwater responsibility resulting in no initial stormwater fee.

Initiate a joint-funded PU-WL sewer modeling study to be completed within two years, if possible.

Prior to completion of the sewer modeling study:

1. No sewer-associated fees will be assessed to Purdue until the sewer modeling study is done.

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2. No updates will be made to the Municipal Separate Stormwater Sewer (MS4) boundaries until the sewer modeling study is done.
3. Responsibility for sewer investigations, maintenance and fees for shared projects will be negotiated.

Post-completion of the sewer modeling study:

1. Determine if fees will be assessed to Purdue and if so, base fees on a percentage of flow / impact / stormwater green credits.
2. Determine any Combined Sewer Overflow (CSO) green credit opportunities associated with campus projects that implement best management practices (BMPs) which reduce the frequency of overflow.

SEWER (SANITARY AND STORM) AGREEMENTS (continued)

General:

1. Purdue's no-cost tap-in capacity allowances to the western interceptor sanitary sewer will be preserved unless future Purdue development radically exceeds flow rates calculated when interceptor sewer was sized and agreement signed.
2. Each MS4 is responsible for the implementation of its own storm water projects / BMPs, even along shared roads.

RESPONSIBILITY REVIEW BOARD

Define parameters of the review board within the Interlocal-agreement. Suggested members are listed below. Add other members based on Attorney recommendations.

West Lafayette members:

1. WL Public Works Director
2. WL Chief of Traffic (Deputy Police Chief)
3. WL Mayor, or designee

Purdue members:

1. Senior Director of Environmental Health and Public Safety, or designee
2. Director of Physical and Capital Planning, or designee
3. Vice President for Physical Facilities, or designee

PU Expectation for WL –

1. Move following TIP projects to high-priority status:
 - a. Cherry Lane Extension – between McCormick Rd. and US 231
 - b. State Street Redevelopment - between McCormick/Airport Rds and US 231
 2. Develop a TIF district on western edge of campus in the future
 3. Replacement of deteriorated sidewalks in the Island
-

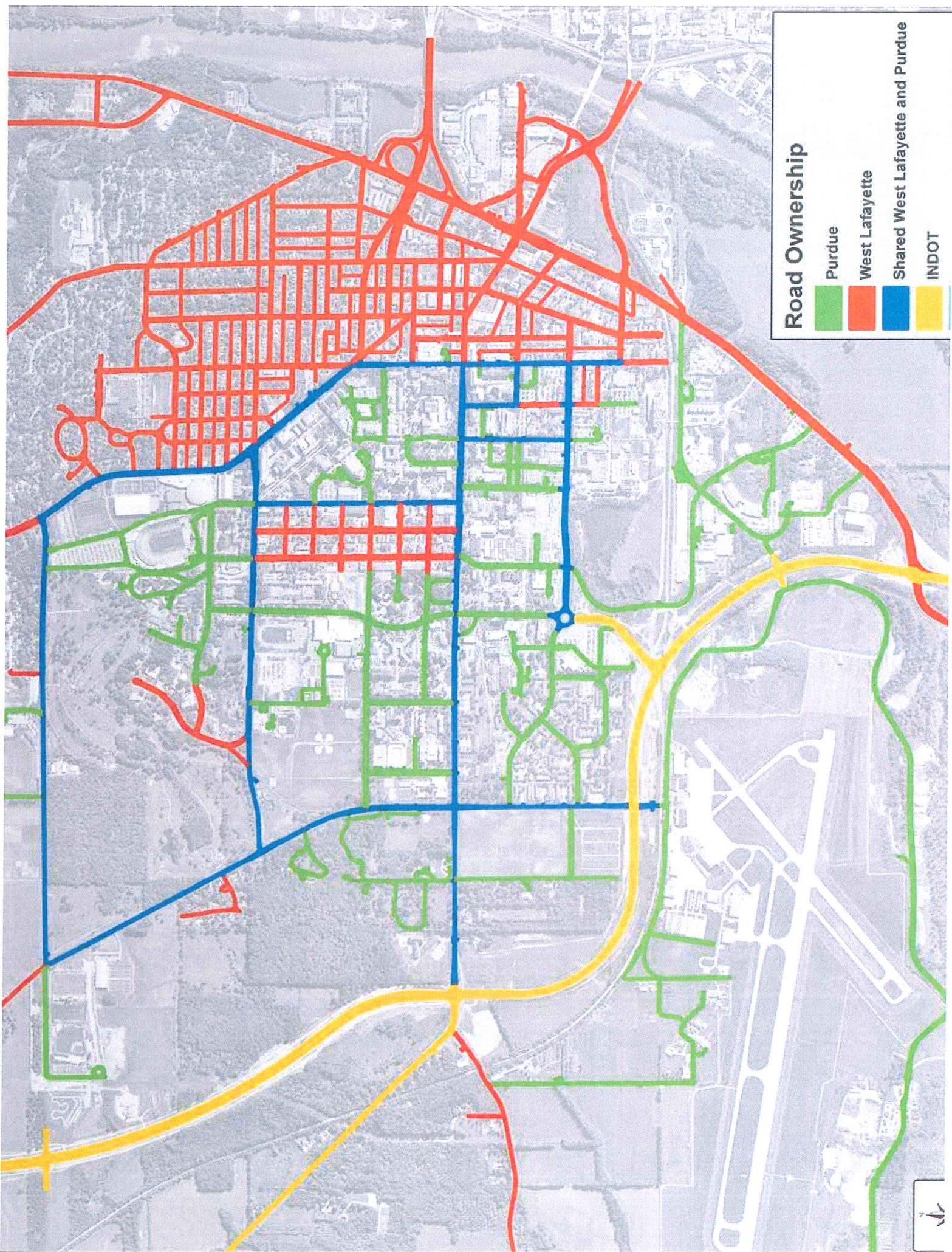
Exhibits - Responsibility Maps

1. Proposed Annex and PU-PRF Boundary Map

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2. Street Responsibility Map – Existing Conditions
3. Street Responsibility Map – Post Relinquishment
4. Street Responsibility Map – Post Annexation
5. Street Speed Limit Map – Existing Conditions
6. Street Speed Limit Map – Post Annexation
7. Sewers (Storm and Sanitary) – Purdue and WL. This map will also highlight PU's MS4 boundary.

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Road Ownership

-  Purdue
-  West Lafayette
-  Shared West Lafayette and Purdue
-  INDOT



MEMORANDUM OF UNDERSTANDING – PUBLIC SAFETY

This Memorandum of Understanding is entered into by and between the City of West Lafayette, Indiana ("West Lafayette"), and Purdue University, a public university with its main campus in West Lafayette, Indiana ("Purdue").

WHEREAS, West Lafayette and Purdue have a longstanding practice of cooperating together, including in connection with the operation of their police and fire departments, to create an environment that is beneficial to their mutual interests and to the safety and security of their citizens and residents; and

WHEREAS, although the area known as the Island South (as defined below) is located in and is surrounded by the Purdue campus, through annexation the West Lafayette Police Department and the West Lafayette Fire Department have obtained primary jurisdiction for providing police and fire protection services in that area via the memorandum of understanding of which this appendix is made a part; and

WHEREAS, many of the properties and/or facilities located in the Island are owned or occupied by Purdue, Purdue Research Foundation, or organizations affiliated with Purdue; and

WHEREAS, Purdue police and fire departments are already the primary responders for several properties/areas in the Island South; and

WHEREAS, the Purdue Fire Department will provide advanced life support ambulance services currently being provided by the Tippecanoe Emergency Ambulance Services within the Island South, and areas identified in sections 4, 5 & 6; and

WHEREAS, Purdue's police and fire stations are closer than their West Lafayette counterparts to the Island South, enabling Purdue police officers and fire fighters to respond more quickly in the Island South; and

WHEREAS, IC 20-12-3.5-2(b) authorizes Purdue police officers to exercise their statutory powers and IC 21-39-7-4 provides Purdue Fire with the authority to respond to locations adjacent to the campus, including on real estate owned or occupied by Purdue, including the street passing through and adjacent thereto, and to establish responsibility in other areas by agreement with the chief of police of the municipality where the campus is located; and

WHEREAS, both Purdue and West Lafayette have determined that public safety and overall efficiency would be improved for their mutual benefit if Purdue assumes primary jurisdiction for providing Purdue police and Purdue fire and EMS services in the Island South;

NOW THEREFORE, the parties agree as follows:

1. Purdue University Police and Fire Departments will maintain the current jurisdictional area of police and fire and EMS coverage, and operational responsibility for Purdue facilities. This will include future Purdue academic facilities within the response area.
2. The “Island South” means (i) the US 231 corridor from State Street south to South River Road, (ii) South River Road west to the east property line of the property at 1910 South River Road on the south side of the roadway, (iii) south along the east property line of the property at 1910 South River Road, then west along the south property line of the property, then north along the west property line of the property to South River Road, (iv) South River Road west to the east property line of the property at 2180 South River Road, (v) north along the east property line of the property at 2180 South River Road and continuing north to the Purdue Gravel Pit border north of 1195 Sharon Chapel Road, (vi) west and north along the Purdue Gravel Pit border to the east property line for the property at 1003 South Newman Road, (vii) north along the east property line of 1003 South Newman Road, then continuing north along the west property line for the Purdue Gravel Pit/Purdue Airport Property to the northeast corner of the property at 811 South Newman Road, (viii) west along the north property line of 811 South Newman Road to South Newman Road, (ix) north on South Newman Road to the south property line for 51 South Newman Road, (x) east along the south property line for 51 South Newman Road, then north along the east property line, then west along the north property line to South Newman Road, (xi) north on South Newman Road to the intersection of South Newman Road and Division Road, (xii) east from the intersection of South Newman Road and Division Road along the property line for the Purdue Gravel Pit/Purdue Airport Property to North Sharon Chapel Road, (xiii) north along North Sharon Chapel Road to Newman Road, (xiv) east on Newman Road to State Road 26 West, (xv) east on State Road 26 West to the west edge of the US 231 corridor.
3. On a date to be determined, (i) Purdue Police and Purdue Fire and EMS shall assume primary responsibility and jurisdiction in the Island South to include the intersection of State Street and the new US 231, (ii) the West Lafayette Police Department and West Lafayette Fire Department shall maintain primary responsibility and jurisdiction for providing police and fire service at the intersection of South River Road and US 231, and on South River Road from the intersection of South River Road and US 231 east and north to Ahlers Drive (to include the intersection of Ahlers Drive and South River Road).
4. On a date to be determined, Purdue Police and Purdue Fire and EMS shall assume primary responsibility and jurisdiction on the McCormick Road corridor from State Street north to Stadium Avenue, to include the intersections of State Street and Stadium Avenue.

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5. On a date to be determined, Purdue Police and Purdue Fire and EMS will respond to calls for service on the US 231 corridor from State Street north to Cherry Lane in conjunction with the West Lafayette Police Department, with the West Lafayette Police Department retaining the primary responsibility for investigations, West Lafayette Fire Department will retain primary responsibility for command and reporting in this area.
6. On a date to be determined, Purdue Police and Purdue Fire and EMS will respond to calls for service on the McCormick Road corridor from Stadium Avenue north to Cherry Lane, to include Sugar Hill subdivision, in conjunction with the West Lafayette Police Department, with the West Lafayette Police Department retaining the primary responsibility for investigations, West Lafayette Fire Department will retain primary responsibility for command.
7. This Memorandum of Understanding supplements the Mutual Aid Agreement. Both will remain in force until terminated in writing by either party.

City of West Lafayette

Purdue University

By: _____
John Dennis, Mayor

By: _____
Al V. Diaz, Executive
Vice President and Treasurer

Date: _____

Date: _____

By: _____
Jason Dombkowski, Chief
of Police

By: _____
John Cox, Chief of Police

Date: _____

Date: _____

By: _____
Timothy Heath, Fire Chief

By: _____
Kevin Ply, Fire Chief

Date: _____

Date: _____